664

Consultancy Services

ESPO Contract 664

Issue No.9

ESPO USER GUIDE

Contract Period: 24 January 2013 to 23 January 2015

EASTERN SHIRES PURCHASING ORGANISATION Barnsdale Way Grove Park Enderby Leicester LE19 1ES

Contents

1. INTRODUCTION....3
1.1 Overview....3
1.2 What the Framework covers....3
1.3 Eligible Customers....3
1.4 Framework Term....3
1.5 Benefits of using the Framework....4
2. ESTABLISHING THE FRAMEWORK....5
2.1 Who established the Framework?....5
2.2 How the Framework fits with other Agreements....5
2.3 Engagement and Working Groups....5
2.4 Tender Evaluation....5
2.5 Framework Documentation....6
3. CONSULTANCY ADVICE AVAILABLE VIA THIS FRAMEWORK....7
3.1 Overview....7
4. PROCURING FROM THE FRAMEWORK....13
4.1 Joining the Process....13
4.2 Using the Framework....13
4.3 Remedies Rules....15
4.4 Contractual Structure....15
5. AWARDED SUPPLIERS FOR EACH CATEGORY AND THEIR RATES....16
5.1 Overview....16
5.2 Pricing Guidance....16
5.3 Categories and Day Rates....17
6. AWARDED SUPPLIERS' CONTACT DETAILS....24

APPENDIX A – ACCESS AGREEMENT....31
APPENDIX B – ORDER FORM....32

Your Comments and Questions

We value your comments and feedback about the framework – how easy you find it to use, or suggestions you have for improving it. We will also endeavour to address to your satisfaction any complaints you have, including any problems you encounter in dealing with any of our contracted suppliers.

Our contact details, should you wish to get in touch, are:

Michelle Brankovic, Category Manager (Professional Services)

Tel: 0116 294 4011 **Email: m.brankovic@espo.org**

Alternatively, please write to us at the following address:

ESPO, Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES

Or visit our website: **www.espo.org**

Issue information – 5 March 2014

Deloitte are no longer included on the framework (for auditing services).

1. INTRODUCTION

1.1 Overview

This framework is intended to make procuring consultancy services quick, simple and cost effective.

The framework offers access to pre-approved suppliers, who can be appointed using an efficient and streamlined procurement process; therefore ensuring customers obtain value-for-money advice whilst enabling their outcomes to be achieved.

1.2 What the Framework covers

The framework covers a wide range of different consultancy categories, including:

- Auditing
- Asset Management and Delivery
- Business Continuity and Resilience
- Community Research and Engagement
- Education and Learning
- Environmental and Sustainability
- Facilities Management
- Finance
- Food and Catering
- Health and Safety
- Highways, Transport and Logistics
- Housing and Housing Support
- Leisure, Culture and Heritage
- Marketing, Communications and PR
- Planning, Valuation and Infrastructure
- Regeneration and Regional Development
- Revenues and Benefits
- Social Care (Adults)
- Social Care (Children)
- Treasury Management
- Waste and Recycling

Full details of each category's scope can be found in **section 3**.

1.3 Eligible Customers

Whilst the framework is primarily intended for local government customers, it is also open for use to all public sector bodies within the UK, including:

- Educational establishments
- NHS and HSC bodies
- Central government departments and their agencies
- Registered charities
- Registered landlords
- Police, Fire & Rescue, Maritime & Coastguard Agency Emergency Services

Full details of all eligible users is available at: **www.espo.org/about-us/ojeu-permissible-users.aspx**.

1.4 Framework Term

The framework commenced on 24 January 2013 and will be in place for an initial period of two years, with the option to extend for up to a further two years thereafter.

Individual contracts awarded under the framework may be of any reasonable duration regardless of when they commenced, i.e. an individual contract may outlive the expiry of the framework itself.

Whilst the Government's procurement guidelines outline that contracts which are awarded under a framework agreement should normally be in place for no longer than four years, there is scope for this to vary in some circumstances. If in doubt on this point, you should consult Pro5 for advice.

1.5 Benefits of using the Framework

There are numerous benefits for customers using the framework, including:

- **It's quick and simple to access**

  Pro5 has already carried out a tender process which is compliant with the Public Contract Regulations 2006, thereby saving valuable time and resources with greatly reduced procurement timescales. There is no need to advertise the contract, and there are no minimum time periods within the process which must be adhered to.

- **Access to a choice of pre-approved suppliers**

  Suppliers listed on the framework have already been assessed for their quality, experience and technical and professional ability. Suppliers are also regularly re-checked to ensure that the required standards are maintained, giving customers confidence to purchase with minimal further vetting.

- **Pre-agreed terms and safeguards**

  Pre-agreed terms and safeguards underpin all contracts placed under the framework.

- **Professional procurement support is always at hand from Pro5**

  Whilst the aim of the framework is to simplify the process by covering all procedural compliance matters on customers' behalf, it is recognised that sometimes specific guidance, advice and assistance may be required.

- **The framework will be centrally managed and monitored**

  In managing this contract, customer views and requirements will be taken into account when reviewing and developing the framework.

- **There is no charge for using the framework**

  Pro5 statutory obligations to recover costs of its operations are already separately covered, so you will not face any bills of any kind for Pro5 services or for accessing the framework agreement.

2. ESTABLISHING THE FRAMEWORK

2.1 Who established the Framework?

This framework has been established through a collaborative procurement exercise undertaken by the public sector buying consortia comprising the Pro5 group of professional buying organisations (CBC, ESPO, NEPO, YPO and the wider public sector).

Working together as Pro5, these bodies recognise that the UK public sector are facing increasingly demanding efficiency and improvement agendas, and have a requirement placed upon them to respond to these demands by providing more effective procurement solutions.

With a combined purchasing power of in excess of £3 billion per annum, Pro5 will identify aggregation opportunities in key market areas and engage the market accordingly. This approach of more aggregation, and thus increased volumes to the market, is intended to promote a market response which will deliver better deals and more effective contract arrangements than if the public sector continued to work separately.

For each key market area, buyers in all professional buying organisations will work together to undertake one market engagement, working in partnership together but with a 'lead' buying organisation being established in terms of the procurement and management process. In this instance, ESPO is the lead purchasing body.

2.2 How the Framework fits with other Agreements

Pro5 has undertaken extensive market research to ensure that the framework fits alongside other existing agreements available to the UK public sector.

As the new Government Procurement Service (GPS) ConsultancyONE framework will cover a wide range of business transformation and management consultancy areas, Pro5 has avoided duplicating similar categories within our own framework, instead focusing on those categories of consultancy particularly required by our local government and wider public sector customers.

2.3 Engagement and Working Groups

To ensure the framework is reflective of the needs of local government and the wider public sector, Pro5 consulted with a wide range of stakeholder groups throughout the procurement.

The stakeholder groups included officers from a range of local authorities: county, unitary and district councils, London and metropolitan boroughs. Representation from the wider public sector has also been provided where appropriate (including academies and schools), as has input from other members of Pro5.

The framework's specification, structure and procurement process were all designed based upon representative stakeholders' input. Such groups were also involved in the evaluation process to ensure that the tenders received offer services which fully meet the sector's needs.

2.4 Tender Evaluation

The procurement process adopted by Pro5 was based upon an open tendering procedure as detailed in the European Communities Combined Directive (2004/18/EC).

As there were a number of different lots, each lot was evaluated separately to ensure tenders for the same lot were assessed against one another on the same basis.

The evaluation involved two stages, qualifying and award; those offers that met the qualifying criteria were then scored against the award criteria.

The qualifying criteria included assessment of the following:

- Business continuity
- Compliance of bid
- Compliance with contract regulations
- Compliance with terms and conditions
- Equalities
- Financial stability
- Health and safety
- Insurance levels
- References
- Sustainability

The award element of the evaluation was subsequently carried out on the basis of the following criteria:

- Quality 60%
- Price 40%

The total quality score added to the price score gave the grand total of points and a position on the framework was awarded to the highest scoring suppliers within each lot.

Further details on the suppliers awarded onto the framework can be found in **sections 5** and **6**.

2.5 Framework Documentation

Should you, or your procurement or legal advisors wish to see copies of any documentation we used in setting up the framework please contact Pro5 as per details on **page 3**.

3. CONSULTANCY ADVICE AVAILABLE VIA THIS FRAMEWORK

3.1 Overview

This section offers a summary of the type of advice available under each consultancy category.

Please note that a full service specification is available by contacting Pro5 as per the contact details provided on **page 3**.

Auditing

This category includes (but is not limited to) advice surrounding:

- Audit strategies and methodologies
- Benchmarking and quality assurance
- External audits
- Financial audits
- Internal audits
- Governance, risk and internal control

Asset Management and Delivery

This category includes (but is not limited to) advice surrounding:

- Asset acquisitions, sale and disposals
- Asset evaluations and reviews
- Asset liability
- Asset management and delivery
- Asset maintenance
- Asset mapping
- Asset rationalisation
- Asset remodelling

Business Continuity and Resilience

This category includes (but is not limited to) advice surrounding:

- Business continuity
- Disaster recovery systems and testing
- Risk management and mitigation

Community Research and Engagement

This category includes (but is not limited to) advice surrounding:

- Academic research
- Communication
- Community research and strategies
- Customer insight information
- Demand management
- Feedback facilitation
- Public dialogue, engagement and consultation
- Soft market testing
- Stakeholder engagement

Education and Learning

This category includes (but is not limited to) advice surrounding:

- Academy conversions
- Adult education
- Behavioural improvement programmes
- Curriculum development and learning
- Early years development
- Healthy school programmes
- School admissions
- School excellence programmes
- School improvement plans
- School remodelling programmes

Environmental and Sustainability

This category includes (but is not limited to) advice surrounding:

- Alternative energy
- Archaeology studies
- Biodiversity
- Carbon foot-printing and reduction
- Climate change adaptation and mitigation
- Eco-towns
- Environmental audits, assessments and appraisals
- Environmental initiatives
- Environmental legislation
- Energy efficiency and targets
- Green technologies
- Landscape management
- Pollution
- Sustainability

Facilities Management

This category includes (but is not limited to) advice surrounding:

- FM delivery models
- Fire risk
- Premises and caretaking
- Property security
- Outsourcing of FM services
- Reorganisation of FM services

Finance

This category includes (but is not limited to) advice surrounding:

- Actuary and investments
- External funding
- Financial analysis and reporting
- Financial modelling and model reviews
- Financial options
- Financial reviews, evaluations and feasibility studies
- Financial policies and strategies
- Financial procedures and processes

Food and Catering

This category includes (but is not limited to) advice surrounding:

- Commercial feasibility and technical reviews
- Equipment and facilities
- Food and drink menus
- Food hygiene
- Healthy eating programmes
- Nutrition

Health and Safety

This category includes (but is not limited to) advice surrounding:

- Assurance reports and model documentation
- Accident statistics
- COSHH and REACH
- Inspections and audits
- H&S legislation
- H&S policies and management
- Notices and corrective action plans
- Risk assessments and controls
- Safe working procedures

Highways, Transport and Logistics

This category includes (but is not limited to) advice surrounding:

- Demand management
- Highways asset management strategies
- Impact assessments
- Street and traffic management
- Transport and transport links
- Travel initiatives, schemes and road-shows
- Travel plans and planning

Housing and Housing Support

This category includes (but is not limited to) advice surrounding:

- Housing investment programmes
- Housing management and support
- Housing needs and assessments
- Revenue optimisation and funding
- Tenant participation schemes
- Transfers and de-commissioning

Leisure, Culture and Heritage

This category includes (but is not limited to) advice surrounding:

- Commercial and efficiency reviews
- Funding and funding applications
- Increasing public use of services
- Management improvement programmes
- Outsourcing of services
- Service strategy design
- Technical reviews
- Trusts and joint ventures

Marketing, Communications and PR

This category includes (but is not limited to) advice surrounding:

- Branding
- Communication and marketing materials
- Crisis management
- Events management
- Market research
- Marketing campaigns, plans and strategies
- Media relations
- Social media
- Targeting strategies
- Website design

Planning, Valuation and Infrastructure

This category includes (but is not limited to) advice surrounding:

- Agricultural and retail planning
- Employment land reviews
- Local economic assessments
- Planning applications and appeals
- Planning legislation
- Planning taxes and levies
- Spatial planning
- Specialist planning

Regeneration and Regional Development

This category includes (but is not limited to) advice surrounding:

- Business case development
- Government policy and awareness
- Local business development
- Regeneration and economic development
- Supply chain development
- Sustainable community strategies

Revenues and Benefits

This category includes (but is not limited to) advice surrounding:

- Efficiency reviews
- Government returns
- Health check programmes
- Model adoptions

Social Care (Adults)

This category includes (but is not limited to) advice surrounding:

- Care toolkits
- Clinical evaluations
- Commissioning models
- Collaborative working arrangements
- Departmental and service reviews
- Demand management
- New service business cases
- Personalisation
- Outreach programmes
- Safeguarding
- Service efficiency plans and improvements
- Service user pathways
- Technology developments

Social Care (Children)

This category includes (but is not limited to) advice surrounding:

- Care toolkits
- Clinical evaluations
- Commissioning models
- Collaborative working arrangements
- Departmental and service reviews
- Demand management
- New service business cases
- Personalisation
- Outreach programmes
- Safeguarding
- Service efficiency plans and improvements
- Service user pathways
- Technology developments

Treasury Management

This category includes (but is not limited to) advice surrounding:

- Accounting treatment
- Credit ratings
- Codes of practice
- Debt management
- External loan portfolios
- Investment reviews and strategies
- Legislation
- Market conditions
- Prudential indicators
- Treasury management risks

Waste and Recycling

This category includes (but is not limited to) advice surrounding:

- Alternative waste treatment
- Commercial waste
- Domestic waste
- Legislation
- New waste sites
- Waste campaigns
- Waste management investment programmes
- Waste permits and accreditations
- Waste policies and strategies

4. PROCURING FROM THE FRAMEWORK

4.1 Joining the Process

Prior to procuring services under the framework, customers are required to complete the Customer Access Agreement contained in **Appendix A** and send this to Pro5. Pro5 will countersign the agreement and return it to you.

Completion of the agreement does not commit customers to anything, but should you go ahead and use the framework it will form part of your own audit trail, helping to evidence the fact that you are procuring using the framework, and are therefore exempt from doing time consuming EU-compliant advertising and supplier vetting.

Customers should also ensure that they have the latest version of the user guide by checking the ESPO (**www.espodealingdirect.org**) or Pro5 websites (**www.pro5.org**). A revised 'issue' number is allocated to the user guide each time supplier or pricing information is updated.

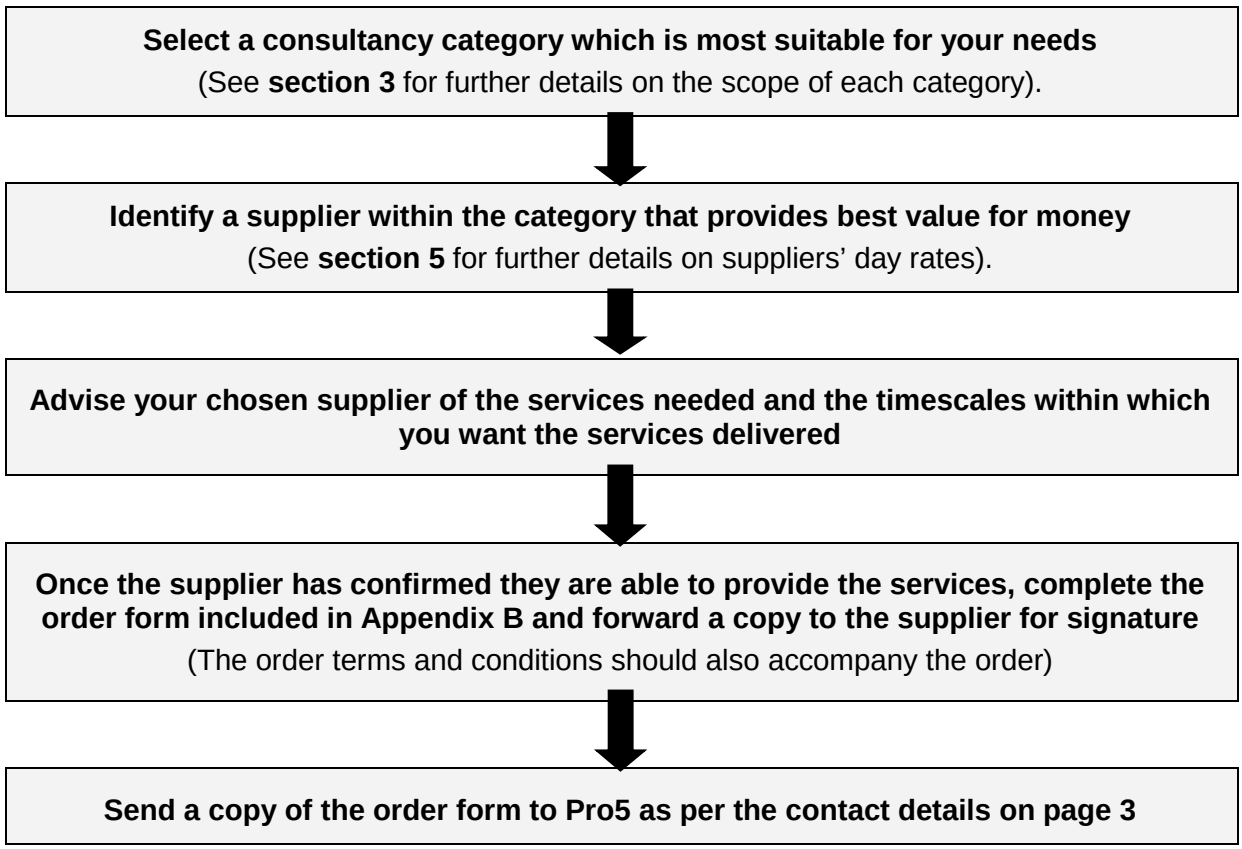
4.2 Using the Framework

The framework can be used in a number of ways (in accordance with Regulation 19 of the Public Contracts Regulations 2006 and any subsequent amendment of re-enactment thereof) by either 'calling-off', or by re-opening competition and running a 'further competition' exercise amongst suppliers within one of the framework's categories.

Calling-Off

The framework has been established with tendered day rates available from each of the appointed suppliers. These rates will be applicable to any services commissioned under the framework via the call-off route.

In calling-off from the framework, customers will need to:

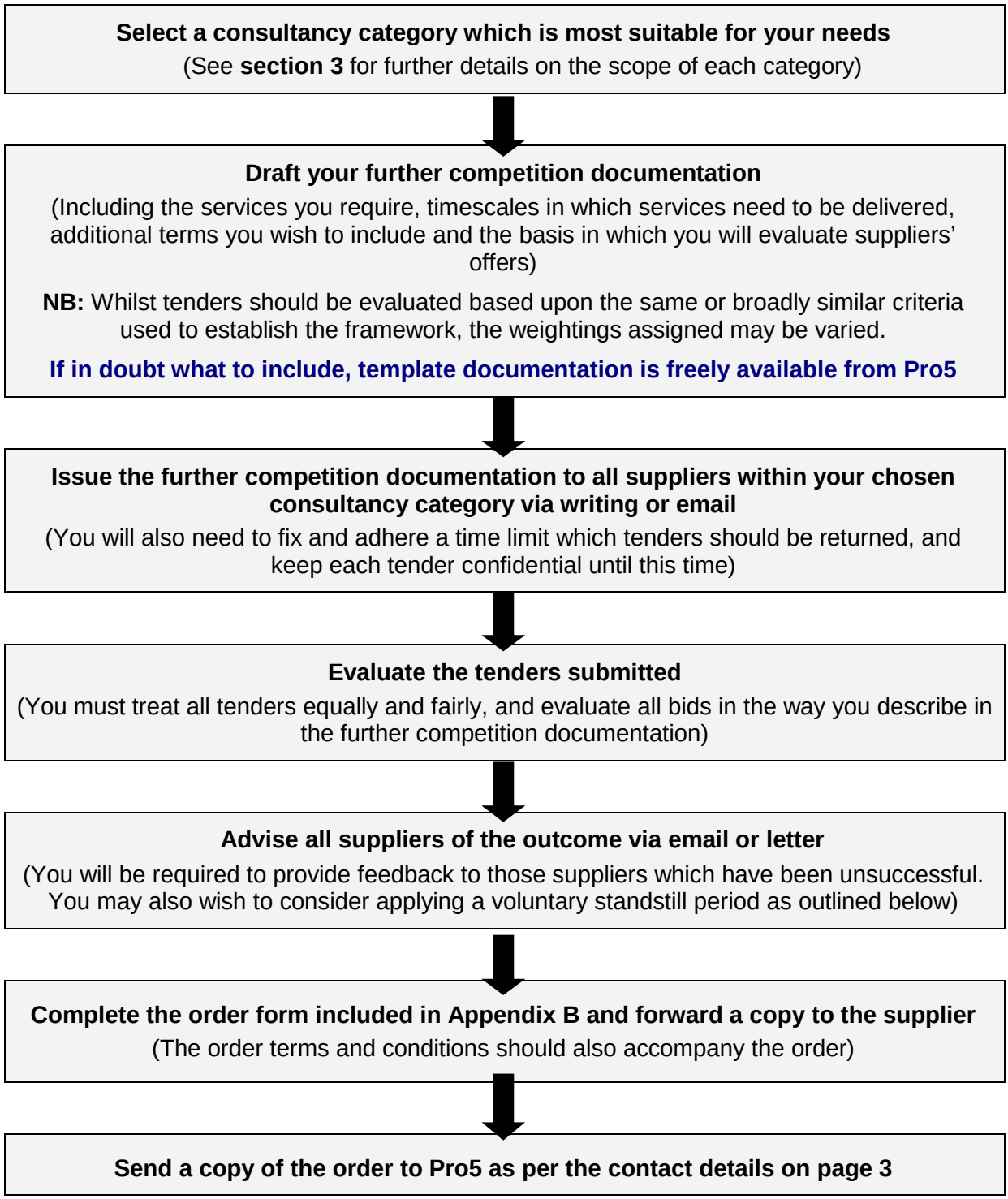

Select a consultancy category which is most suitable for your needs
(See section 3 for further details on the scope of each category).
Identify a supplier within the category that provides best value for money
(See section 5 for further details on suppliers' day rates).
Advise your chosen supplier of the services needed and the timescales within which you want the services delivered
Once the supplier has confirmed they are able to provide the services, complete the order form included in Appendix B and forward a copy to the supplier for signature
(The order terms and conditions should also accompany the order)
Send a copy of the order form to Pro5 as per the contact details on page 3

Customers may, if they wish, clarify further details with their chosen supplier to aid their understanding of their services and/or pricing. Customers should however note that if it is their intention to make a new assessment of suppliers (for example, they wish to evaluate certain elements of a supplier's proposals) then it is likely to be more appropriate to conduct a further competition exercise.

Further Competition

As an alternative to calling-off, customers may wish to undertake a further competition exercise amongst suppliers within one of the framework's categories, in order to obtain formal quotations tailored to your precise requirements.

In conducting a further competition underneath the framework, customers will need to:


Select a consultancy category which is most suitable for your needs
(See section 3 for further details on the scope of each category)
Draft your further competition documentation
(Including the services you require, timescales in which services need to be delivered, additional terms you wish to include and the basis in which you will evaluate suppliers' offers)
NB: Whilst tenders should be evaluated based upon the same or broadly similar criteria used to establish the framework, the weightings assigned may be varied.
If in doubt what to include, template documentation is freely available from Pro5
Issue the further competition documentation to all suppliers within your chosen consultancy category via writing or email
(You will also need to fix and adhere a time limit which tenders should be returned, and keep each tender confidential until this time)
Evaluate the tenders submitted
(You must treat all tenders equally and fairly, and evaluate all bids in the way you describe in the further competition documentation)
Advise all suppliers of the outcome via email or letter
(You will be required to provide feedback to those suppliers which have been unsuccessful. You may also wish to consider applying a voluntary standstill period as outlined below)
Complete the order form included in Appendix B and forward a copy to the supplier
(The order terms and conditions should also accompany the order)
Send a copy of the order to Pro5 as per the contact details on page 3

4.3 Remedies Rules

There is a technical matter which customers should be aware of relating to the award of all contracts, called the **Remedies Rules**. If the total value of your contract exceeds a value set by the EU (currently this is about £170,000) then a *Remedy of Ineffectiveness* may apply if the contract award is challenged by an unsuccessful supplier.

However if you allow a voluntary 'standstill period' (which must be of at least ten days between advising suppliers the outcome of the exercise and making a formal award of contract), then this avoids the *Remedy of Ineffectiveness*.

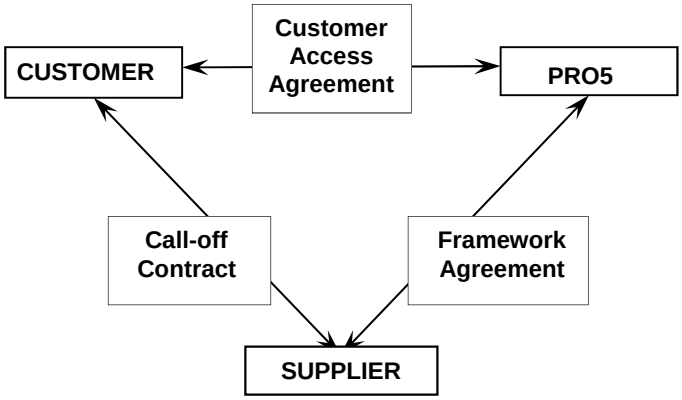
The way in which suppliers should be advised of the outcome of the tender exercise, at the start of the standstill period, are set out in Regulation 19 of the Public Contracts Regulations. In summary, the rules say that you must tell all suppliers the name of the company which won the contract, together with the winning score against each of the evaluation criteria you used, and the particular supplier's own score.

4.4 Contractual Structure

A customer wishing to procure using the framework will place an order directly with a supplier. Each order is to be accompanied by a set of terms and conditions, which will apply to each individual order placed and form a contractual agreement between both parties until the services required under the order have been supplied.

Alternatively, a customer may run a further competition (see **section 4.2** above), in which case the terms and conditions may be amended; however amendments must not vary substantially from the original terms, and must be clearly communicated to suppliers on the framework accordingly.

The contractual structure illustrates the relationship between parties to the agreement.



For a copy of the order terms and conditions please contact Pro5 as per the details on **page 3**.

5. AWARDED SUPPLIERS FOR EACH CATEGORY AND THEIR RATES

5.1 Overview

This section of the user guide illustrates the consultancy categories which each supplier has been awarded underneath the framework and their associated day rates.

5.2 Pricing Guidance

Customers should note that:

- All day rates quoted are in sterling and exclusive of VAT.
- Expenses (including accommodation, subsistence and travel costs) are excluded in all cases. Should suppliers incur expenses in delivering services, these should be charged for in accordance with customers' own travel and subsistence policies.
- Customers may elect to invite bids during the further competition process using a range of other commercial models such as fixed, staged-payment or contingency payment models. This is not permitted however when calling-off under the agreement.
- The definition of each type of consultant is as follows:

Junior Consultant:	Demonstrable experience in a wide range of projects in their specialist field. Evidence of customer facing experience and support services to wider consultancy projects. Consultants of this calibre will have had relevant exposure.
Consultant:	Notable experience and in-depth knowledge of their specialist field. Evidence of a wide range of consultancy projects and client facing experience. Support work in process and organisational design and leading workshops and events. Consultants of this calibre will have relevant experience.
Senior Consultant:	Substantial experience in their specialist field and in a consultancy/training role. Sound knowledge of the public sector and current policy and political issues affecting it. Previous experience in project management on at least three major projects, preferably in the public sector and using PRINCE2 or equivalent method. Consultants of this calibre will have proven experience.
Managing Consultant:	Substantial experience in their specialist field and in a consultancy role. In-depth knowledge of the public sector and of current policy and political issues affecting it. Previous experience in project management on at least five major projects, preferably in the public sector and using the PRINCE2 or equivalent method. Consultants of this calibre will have proven, industry recognised experience.

5.3 Categories and Day Rates

AUDITING				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
BDO LLP	£300	£450	£800	£1,200
EC Harris	£375	£450	£550	£1,000
Ernst and Young	£250	£350	£500	£1,550
Grant Thornton	£400	£650	£800	£1,200
RSM Tenon	£280	£340	£400	£650

ASSET MANAGEMENT AND DELIVERY				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AECOM	£296	£336	£384	£600
Atkins	£420	£585	£885	£1,200
Focus Consultants 2010	£275	£325	£350	£450
Mouchel	£402	£482	£533	£653
Pick Everard	£370	£415	£435	£475
The Valuation Office Agency	£265	£440	£470	£750

BUSINESS CONTINUITY AND RESILIENCE				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Atkins	£416	£586	£739	£980
Atos Consulting	£550	£775	£975	£1,350
KPMG	£800	£950	£1,200	£1,700
Liberata	£290	£325	£400	£500
PriceWaterhouseCoopers	£300	£1,000	£1,400	£1,800
RSM Tenon	£450	£550	£650	£900

COMMUNITY RESEARCH AND ENGAGEMENT				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AECOM	£250	£300	£450	£650
Counter Context	£158	£300	£338	£562
Ernst and Young	£250	£450	£845	£1,700
Focus Consultants 2010	£300	£400	£450	£525
RedQuadrant	£440	£500	£580	£850
WYG Environment Planning Transport	£180	£225	£323	£560

EDUCATION AND LEARNING				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Babcock 4S	£450	£600	£650	£1,200
Excellence in Business	£400	£500	£600	£775
Host Policy Research	£515	£515	£550	£625
Mouchel	£377	£503	£653	£704
PTS Consulting Group	£350	£450	£550	£750
RedQuadrant	£440	£500	£580	£850

ENVIRONMENTAL AND SUSTAINABILITY				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AMEC E&I UK	£280	£360	£416	£640
Atkins	£280	£360	£480	£720
Mouchel	£242	£348	£429	£531
RSK Environment	£384	£432	£504	£696
URS Infrastructure & Environment UK	£300	£350	£475	£750
WYG Environment Planning Transport	£250	£299	£399	£650

FACILITIES MANAGEMENT				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Arup	£450	£500	£600	£850
Atkins	£400	£585	£760	£900
EC Harris	£375	£450	£550	£1,000
Mouchel	£402	£503	£553	£754
Turner & Townsend Project Management	£590	£680	£750	£860
V4 Services	£395	£540	£620	£820

FINANCE				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Capita Consulting	£550	£650	£725	£1,200
Chrystal Consulting	£100	£250	£500	£1,000
Ernst and Young	£250	£450	£845	£1,700
iMPOWER Consulting	£440	£800	£999	£1,600
KPMG	£400	£550	£700	£950
Liberata	£325	£450	£600	£725

FOOD AND CATERING				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Grant Thornton	£861	£1,041	£1,260	£1,770
Merritt-Harrison Catering Consultancy	£400	£550	£585	£635
Radford Chancellor	£272	£328	£392	£392

HEALTH AND SAFETY				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AECOM	£350	£450	£500	£600
EC Harris	£350	£450	£550	£725
Ridge and Partners	£300	£390	£480	£570
Turner & Townsend Project Management	£250	£295	£345	£415
Waterman Transport & Development	£252	£285	£340	£536
WYG Environment Planning Transport	£189	£229	£329	£579

HIGHWAYS, TRANSPORT AND LOGISTICS				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AECOM	£296	£336	£384	£560
Atkins	£280	£336	£440	£720
Mouchel	£302	£382	£482	£653
Pell Frischmann Consulting Engineers	£240	£320	£440	£640
Waterman Transport & Development	£252	£285	£340	£536
WYG Environment Planning Transport	£180	£225	£323	£560

HOUSING AND HOUSING SUPPORT				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Capita Business Services	£550	£650	£725	£1,200
Ernst and Young	£250	£450	£845	£1,700
Grant Thornton	£861	£1,041	£1,260	£1,770
KPMG	£400	£550	£700	£950
RedQuadrant	£440	£500	£580	£850
Ridge & Partners	£375	£562	£712	£937

LEISURE, CULTURE AND HERITAGE				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Focus Consultants 2010	£300	£400	£450	£525
Grant Thornton	£861	£1,041	£1,260	£1,770
RedQuadrant	£440	£500	£580	£850
V4 Services	£380	£450	£500	£850

MARKETING, COMMUNICATIONS AND PR				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AECOM	£250	£300	£450	£650
DTW	£450	£500	£600	£650
Quatrosystem	£250	£560	£700	£990
RedQuadrant	£440	£500	£580	£850
Syndicate Communications	£223	£298	£373	£448
The Social Marketing Gateway	£245	£295	£395	£495

PLANNING, VALUATION AND INFRASTRUCTURE				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AMEC E&I UK	£280	£360	£416	£640
Arup	£400	£500	£600	£800
Mouchel	£402	£452	£503	£653
RedQuadrant	£440	£500	£580	£850
URS Infrastructure & Environment UK	£300	£350	£475	£750

REGENERATION AND REDEVELOPMENT				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Carley Consult	£349	£399	£499	£599
EC Harris	£375	£475	£625	£1,150
Ernst and Young	£250	£450	£845	£1,700
Focus Consultants 2010	£300	£400	£450	£525
The Valuation Office Agency	£265	£440	£470	£750
URS Infrastructure & Environment UK	£300	£350	£475	£750

REVENUES AND BENEFITS				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Arvato	£325	£400	£490	£750
Liberata	£325	£450	£600	£725

SOCIAL CARE (ADULTS)				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Capita Consulting	£550	£650	£725	£1,200
Core Assets Consultancy & Resourcing	£550	£650	£700	£750
Ernst and Young	£250	£450	£845	£1,700
Mouchel	£402	£603	£653	£804
RedQuadrant	£440	£500	£580	£850
V4 Services	£395	£545	£640	£865

SOCIAL CARE (CHILDREN)				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Atkins	£550	£810	£1,050	£1,200
Capita Consulting	£550	£650	£725	£1,200
Core Assets Consultancy & Resourcing	£550	£650	£700	£750
Ernst and Young	£250	£450	£845	£1,700
iMPOWER Consulting	£440	£800	£999	£1,600
RedQuadrant	£440	£500	£580	£850

TREASURY MANAGEMENT				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
Arlingclose	£1,300	£1,300	£1,300	£1,300
Capita Asset Services	£450	£900	£1,000	£1,500

WASTE AND RECYCLING				
Supplier	**Junior Consultant**	**Consultant**	**Senior Consultant**	**Managing Consultant**
AMEC E&I UK	£280	£360	£416	£696
Atkins	£275	£375	£490	£805
Eunomia Research & Consulting	£475	£550	£700	£900
Organic Resources Agency	£400	£485	£574	£604
V4 Services	£395	£525	£638	£828
WYG Environment Planning Transport	£325	£375	£488	£628

6. AWARDED SUPPLIERS' CONTACT DETAILS

There are 48 suppliers included on the framework across the different categories. Their main contact details are set out here in alphabetical order.

When communicating with suppliers please refer to **Pro5 Framework 664** in all correspondence.

AECOM Ltd Colmore Plaza Colmore Circus Queensway Birmingham West Midlands B4 6AT **Contact Name:** Ian Braddock **Position:** Regional Director **Tel:** 0121 262 1922 **Email:** Ian.braddock@aecom.com **Website:** www.aecom.com	**AMEC E&I UK Ltd** Gables House Kenilworth Road Leamington Spa Warwickshire CV32 6JX **Contact Name:** Pete Davis **Position:** Associate Director **Tel:** 01926 439062 **Email:** Pete.Davis@amec.com **Website:** www.amec-ukenvironment.com
Arlingclose Ltd 60 Moorgate London EC2R 6EL **Contact Name:** Gregg Readings **Position:** Client Executive **Tel:** 08448 808 200 **Email:** info@arlingclose.com **Website:** www.arlingclose.com	**Arup** The Arup Campus Blythe Valley Park Solihull B90 8AE **Contact Name:** Rob Ennis **Position:** Business Development **Tel:** 0121 213 3412 **Email:** Rob.Ennis@arup.com **Website:** www.arup.com
Arvato Limited The Hall Lairgate Beverley HU17 8HL **Contact Name:** Martin Ruane **Position:** Head of Transformation & Change **Tel:** 07717 581870 **Email:** martin.ruane@arvato.co.uk **Website:** www.arvato.co.uk	**Atkins Limited** Woodcote Grove Ashley Road Epsom Surrey KT18 5BW **Contact Name:** Chris Mulligan **Position:** Local Government Director **Tel:** 01372 75 2023 **Email:** mc.leads@atkinsglobal.com **Website:** www.atkinsglobal.com

Atos Consulting Ltd 4 Triton Square Regent's Place London NW1 3HG **Contact Name:** Jim White **Position:** Associate Partner **Tel:** 07800 561810 **Email:** jim.white@atos.net **Website:** uk.atos.net	**Babcock 4S Limited** Bay Tree Avenue Kingston Road Leatherhead Surrey KT22 7UE **Contact Name:** Gavin Jackson **Position:** Business Development Coordinator **Tel:** 01372 834002 **Email:** Gavin.Jackson@babcockinternational.com **Website:** www.babcock-education.co.uk
BDO LLP 16 The Havens Ransomes Europark Ipswich Suffolk IP3 9SJ **Contact Name:** David Eagles **Position:** Partner **Tel:** 01473 320728 **Email:** david.eagles@bdo.co.uk **Website:** www.bdo.uk.com	**Capita Asset Services** 40 Dukes Place London EC3A 7NH **Contact Name:** Nazmin Miah **Position:** Client Executive Manager **Tel:** 0871 664 6819 **Email:** nmiah@sector-group.com **Website:** www.sector-group.com
Capita Business Services 17 Rochester Row Westminster London SW1P 1JB **Contact Name:** Martyn Watkins **Position:** Managing Director of Sector Housing **Tel:** 07500 994065 **Email:** mwatkins@sector-group.com **Website:** www.sector-group.com	**Capita Consulting** 17 Rochester Row Westminster London SW1P 1JB **Contact Name:** Tracey Kavanagh **Position:** Framework Executive **Tel:** 07876 475 868 **Email:** capitaconsultingtenders@capita.co.uk **Website:** www.capitaconsulting.co.uk
Carley Consult Limited Retford Enterprise Centre Randall Way Retford Nottinghamshire DN22 7GR **Contact Name:** Jim Carley **Position:** Managing Director **Tel:** 01777 712670 **Email:** jcarley@carleyconsult.co.uk **Website:** www.carleyconsult.com/uk	**Chrystal Consulting Limited** 191c Moss Lane Stockport Cheshire SK3 8SP **Contact Name:** Richard Massingham **Position:** Director **Tel:** 0161 925 6500 **Email:** Richard@chrystalconsulting.co.uk **Website:** www.chrystalconsulting.co.uk

Core Assets Consultancy & Resourcing Senate House Saxon Business Park Hanbury Road Bromsgrove Worcestershire B60 4AD **Contact Name:** Dr Andy Gill **Position:** Head of Social Care Consultancy **Tel:** 01527 55 66 10 **Email:** andy.gill@outcomesuk.com **Website:** www.outcomesuk.com	**Counter Context Limited** 5th Floor S1 St James Vicar Lane Sheffield S1 2EX **Contact Name:** Nathan Asquith **Position:** Finance Manager **Tel:** 0114 252 1170 **Email:** nathan.asquith@countercontext.com **Website:** www.countercontext.com
DTW Bank Chambers Market Place Guisborough Cleveland TS15 9NW **Contact Name:** Peter Whelan **Position:** Executive Chairman **Tel:** 01287 610404 **Email:** tenders@dtw.co.uk **Website:** www.dtw.co.uk	**EC Harris LLP** ECHQ 34 York Way London N1 9AB **Contact Name:** Zoe Rackstraw **Position:** Framework Leader **Tel:** 020 7812 2600 **Email:** frameworks@echarris.com **Website:** www.echarris.com
Ernst and Young LLP 1 More London Place London SE1 2AF **Contact Name:** Daniel D'Mello/Hazel McWilliam **Position:** Assistance Director/Account Coordinator **Tel:** 02079515416 / 028 90445499 **Email:** localpublicservicescommunity@uk.ey.com **Website:** www.ey.com/uk	**Eunomia Research & Consulting Limited** 37 Queen Square Bristol BS1 4QS **Contact Name:** Ian Cessford **Position:** Consultant **Tel:** 0117 917 2250 **Email:** Ian.cessford@eunomia.co.uk **Website:** www.eunomia.co.uk
Excellence in Business 10th Floor 88 Wood Street London EC2V 7RS **Contact Name:** Scott Brown **Position:** Managing Director **Tel:** 0208 528 1760 **Email:** scott.brown@excellenceinbusiness.com **Website:** www.excellenceinbusiness.com	**Focus Consultants 2010 LLP** Focus House Millennium Way West, Phoenix Park Nottingham NG8 6AS **Contact Name:** Patricia Fletcher **Position:** Office Manager **Tel:** 0115 976 5050 **Email:** enquiries@focus-consultants.com **Website:** www.focus-consultants.co.uk

Grant Thornton UK LLP Grant Thornton House Melton Street London NW1 2EP **Contact Name:** Louise Dale **Position:** Specialist Bid Team Manager **Tel:** 020 7728 3347 **Email:** publicsector.bids@uk.gt.com **Website:** www.grant-thronton.co.uk	**Host Policy Research** PO Box 144 Horsham West Sussex RH12 1YZ **Contact Name:** Sue Sibley **Position:** Director of Operations **Tel:** 01403 211 440 **Email:** s.sibley@hostpolicyresearch.com **Website:** www.hostpolicyresearch.com
iMPOWER Consulting Limited 14 Clerkenwell Close London EC1R 0AN **Contact Name:** CarolineThrossel **Position:** Business Development Manager **Tel:** 0207 0178030 **Email:** cthrossel@impower.co.uk **Website:** www.impower.co.uk	**KPMG LLP** 15 Canada Square London E14 5GL **Contact Name:** Martin Collins **Position:** Framework Administrator **Tel:** 0207 694 5384 **Email:** psopportunities@kpmg.co.uk **Website:** www.kpmg.co.uk
Liberata UK Limited 4th Floor Weston House 246 High Holborn London WC1V 7EX **Contact Name:** Paul Mason **Position:** Business Development Director **Tel:** 0777 1947977 **Email:** paulmason@liberata.com **Website:** www.liberata.com	**Merritt-Harrison Catering Consultancy** PO Box 309 Guildford GU1 1WS **Contact Name:** Anne Merritt-Harrison **Position:** Partner **Tel:** 01483 533962 **Email:** admin@merritt-harrison.com **Website:** www.merritt-harrison.com
Mouchel Mouchel 209 - 215 Blackfriars Road London SE1 8NL **Contact Name:** Eva Leggett **Position:** Senior Sales Support Advisor **Tel:** 07738 958 675 **Email:** Eva.leggett@mouchel.com **Website:** www.mouchel.com	**Organic Resource Agency** Malvern Hills Science Park Geraldine Road Malvern Worcestershire WR14 3SZ **Contact Name:** Dr Jon Pickering **Position:** Principal Consultant **Tel:** 01684 585423 **Email:** jpickering@o-r-a.co.uk **Website:** www.o-r-a.co.uk

Pell Frischmann Consulting Engineers Ltd 10 Portugal Place Cambridge CB5 8AF **Contact Name:** Stuart Cox **Position:** Regional Director **Tel:** 07958 335217 **Email:** scox@pellfrischmann.com **Website:** www.pellfrischmann.com	**Pick Everard** Halford House Charles Street Leicester LE1 1HA **Contact Name:** Chris Trivett **Position:** Business Development Director **Tel:** 0116 223 4400 **Email:** bidhub@pickeverard.co.uk **Website:** www.pickeverard.co.uk
PriceWaterhouseCoopers LLP 9 Greyfriars Road Reading RG1 1JG **Contact Name:** Andy Ford **Position:** Partner **Tel:** 07720072100 **Email:** andrew.m.ford@uk.pwc.com **Website:** www.pwc.co.uk	**PTS Consulting Group Plc** Innovation Centre University Way Cranfield MK43 0BT **Contact Name:** Matthew Perrett **Position:** Operations Manager **Tel:** 07557 747 466 **Email:** Matthew.Perrett@ptsconsulting.com **Website:** www.ptsconsulting.com
Quatrosystem Limited 21 Oak Drive Pulloxhill Bedfordshire MK45 5EQ **Contact Name:** Simon Breese **Position:** Associate Director **Tel:** 01844 275430 **Email:** espo@qsmarketing.co.uk **Website:** www.qsmarketing.co.uk	**Radford Chancellor Ltd** 2nd Floor Greenfield House, 3 The Square Storrington RH20 4DJ **Contact Name:** Radford Chancellor **Position:** Director **Tel:** 0844 500 8350 **Email:** radford@radfordchancellor.co.uk **Website:** www.radfordchancellor.co.uk
RedQuadrant Limited 27-29 South Lambeth Road London SW8 1SZ **Contact Name:** Ben Taylor **Position:** Managing Partner **Tel:** 079 3131 7230 **Email:** pro5@redquadrant.com **Website:** www.redquadrant.com/pro5	**Ridge and Partners LLP** The Cowyards, Blenheim Park, Oxford Road, Woodstock, Oxfordshire OX20 1QR **Contact Name:** David Walker **Position:** Partner **Tel:** 01993 815100 **Email:** dwalker@ridge.co.uk **Website:** www.ridge.co.uk

RSK Environment Limited 18 Frogmore Road Hemel Hempstead Hertfordshire HP3 9RT **Contact Name:** Sue Wissgott **Position:** Contract Administrator **Tel:** 01442 437 545 **Email:** swissgott@rsk.co.uk **Website:** www.rsk.co.uk	**RSM Tenon Limited** 1 Hollinswood Court Stafford Park 1 Telford TF3 3DE **Contact Name:** Piers Evans **Position:** Bid Manager **Tel:** 01952 235822 **Email:** bidteam@rsmtenon.com **Website:** www.rsmtenon.com
Syndicate Communications Limited One Victoria Sqaure Birmingham B1 1BD **Contact Name:** Mark Chambers **Position:** Founding Director **Tel:** 0121 213 5712 **Email:** Mark.chambers@syndicatecomms.co.uk **Website:** www.syndicatecomms.co.uk	**The Social Marketing Gateway** Ingram House 227 Ingram Street Glasgow G1 1DA **Contact Name:** Matt Howick **Position:** Director **Tel:** 0141 221 2226 **Email:** matt@smgateway.co.uk **Website:** www.socialmarketinggateway.co.uk
The Valuation Office Agency / DVS Wingate House 93/107 Shaftesbury Avenue London W1D 5BU **Contact Name:** Kevin Sheahan **Position:** Director **Tel:** 03000 500 400 **Email:** dvscustomersupport@voa.gsi.gov.uk **Website:** www.voa.gov.uk/dvs	**Turner and Townsend Project Management Limited** 7 Savoy Court London WC2R 0EX **Contact Name:** Anne Dee **Position:** Director **Tel:** 020 7544 4000 **Email:** anne.dee@turntown.co.uk **Website:** www.turnerandtownsend.com
URS Infrastructure and Environment UK Ltd The McLaren Building 46 The Priory Queensway Birmingham B4 7LR **Contact Name:** Paul Tomlinson / Caroline Brock **Position:** Associates **Tel:** 0121 2048211 / 0121 2148106 **Email:** Paul.Tomlinson / Caroline.brock @urs.com **Website:** www.ursglobal.com	**V4 Services Limited** 5 Cowgate Peterborough PE1 1LR **Contact Name:** Tim Frondigoun **Position:** Director **Tel:** 0203 642 6792 **Email:** tenders@v4services.com **Website:** www.v4services.co.uk

Waterman Transport & Development Ltd Lockington Hall Business Centre Lockington Derby DE74 2RH **Contact Name:** Phillip Spiers **Position:** Divisional Director **Tel:** 0509 674567 **Email:** phil.spiers@watermangroup.com **Website:** www.watermangroup.com	**WYG Environment Planning Transport Ltd** Executive Park Avalon Way Anstey Leicester Leicestershire LE7 7GR **Contact Name:** Colin Shields **Position:** Director **Tel:** 0116 2348000 **Email:** colin.shields@wyg.com **Website:** www.wyg.com

APPENDIX A – ACCESS AGREEMENT

Pro5 Framework Agreement 664 Consultancy Services

TO BE COMPLETED BY THE CUSTOMER

Before conducting any activity under this Pro5 framework, please complete this form and return it to Pro5 via email (**m.brankovic@espo.org**) or fax (**0116 294 4398**).

AGREEMENT: I confirm that the organisation detailed below wishes to access the above-mentioned Pro5 framework agreement, and that in doing so will act in accordance with the guidance and instructions set out in the relevant Pro5 User Guide, and in accordance with the Public Contracts Regulations 2006.

I/we confirm that any guidance and/or template documentation provided to me will only be used in relation to this framework, and will only be used for the purposes where prior consent from Pro5 has been given. I/we also confirm that in consideration of Pro5 acting in this capacity I/we authorise Pro5 to make sure arrangements with its' suppliers relating to rebates on services (and to make enquiries in relation thereto) it considers necessary in order to recover its operating costs.

Name of organisation:	
Name of person completing this form:	
Position:	
Address:	
Telephone:	
Email:	

Lot wish to use:	
Estimated value of work:	
Intend to (delete as applicable):	Call off / further compete / undecided
Supplier awarded (if known):	
Proposed contract commencement date:	
Period of contract:	

Signature:	
Date:	

ACKNOWLEDGEMENT (To be completed by Pro5)

Name:		Position:	
Signature:		Date:	

APPENDIX B – ORDER FORM

Pro5 Framework Agreement 664 Consultancy Services

This Order Form is issued subject to the provisions of the framework agreement entered into between ESPO and the Consultant on 24 January 2013 ("**Framework Agreement**"). The Consultant agrees to supply the services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Order Terms, together with any appendices thereto.

Date		**Order Number**	To be quoted on all corresponden relating to this Order

FROM

Customer	"Customer"
Customer's Address	
Invoice Address	
Contact Ref:	Name: Address: Phone: E-mail: Fax:

TO

Consultant	"Consultant"
Consultant's Address	
Account Manager	Name: Address: Phone: E-mail: Fax:

This Order Form is subject to the Order Terms which form part of the Framework Agreement. References to clause numbers shall refer to clauses in the Order Terms unless otherwise stated.

1. TERM

(1.1) Commencement Date:

[Guidance: Insert the date on which the Contract is to take effect]

(1.2) Expiry Date:

This Contract shall expire on unless terminated earlier pursuant to this Contract.

[Guidance: Insert the date on which the Contract is to expire]

Subject to earlier termination of the Contract in accordance with Clause 23, the Contract shall expire on the Expiry Date provided.

2. SERVICES REQUIREMENTS

(2.1) Services and Deliverables required:

Services - / Set out in Schedule

Deliverables - / Set out in Schedule

[Guidance: Include a description of the Services together with any Deliverables. In the event that the Services specification or requirements are particularly detailed or complex, consider setting out this information in a separate schedule. Details of the Services listed above can be found in Schedule 1 of the Framework Agreement]

(2.2) Lots under which the above Services are being supplied:

[Guidance: Insert the category in which the Supplier has been appointed under]

(2.3) Performance/Delivery Location/Premises:

[Guidance: Include details of where the Services will be performed. Include details of any access conditions and site restrictions include a site plan if necessary]

(2.4) Standards:

Quality Standards

Technical Standards

[Guidance note: Insert the appropriate standards (where applicable) that the Services will be required to comply with]

(2.5) Staff Vetting Procedures:

[Guidance: Attach any guidance/procedures that will be used to vet the Consultant's staff]

(2.6) Disaster Recovery and Business Continuity:

[Guidance: Consider the impact of Services should the Supplier invoke their Disaster Recovery and Business Continuity Plan. Details should be provided if appropriate]

3. CONSULTANT'S SOLUTION

(3.1) Consultant's Solution:

/ Set out in Schedule

[Guidance: Insert details of the Consultant's response. If this is not set out in the Order Form and a schedule is used, the definition of Consultant Solution will need to be changed to refer to the relevant Schedule]

(3.2) Key Personnel of the Consultant to be involved in the provision of the Services and Deliverables:

/ Set out in Schedule

[Guidance: Insert details of the Consultant's project or account manager and any other key members of the Consultant's team]

(3.3) Relevant Convictions

[Guidance: Consider whether, given where the Services are being provided (for example at schools), it may be necessary to bar certain staff of the Consultant who have particular convictions and include details of such convictions above]

(3.4) Training

[Guidance: Insert details of any training that the Customer requires the Consultant to provide to the Customer's staff in relation to the operation of the provision of the Services]

4. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(4.1) Implementation Plan and Milestones (including dates for completion and/or delivery):

[Guidance: Consider what Milestones should be inserted into the table below, together with associated Deliverables and what the dates for achievement of those Milestones should be. Also consider whether payments should be linked to the delivery of certain Milestones. If so, this will need to be tied into Clause 10 (Payment) and Paragraph 6 of the Order Form]

An example Implementation Plan as at the Commencement Date is set out below:

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Delay Payments

If so required by the Customer, the Consultant shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Consultant shall ensure that each version of the Implementation Plan is subject to Approval. The Consultant shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the

implementation of the Services.

The Customer shall have the right to require the Consultant to include any reasonable changes or provisions in each version of the Implementation Plan.

(i) The Consultant shall perform its obligations so as to meet each Milestone by the Milestone Date.

(ii) Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Consultant shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Consultant's ability to achieve a Milestone by the relevant Milestone Date).

(iii) If a Milestone has not been achieved by the relevant Milestone Date, the Consultant shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Consultant with confirmation in writing of its satisfaction that the Milestone has been met.

(iv) No payment or concession to the Consultant by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Paragraph 4.1 of this Order or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.

(v) The Consultant's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.

(4.2) Service Levels and Service Credits

Service Levels:

/ Set out in Annex 1

Service Credits:

/ Set out in Annex 1

[Guidance: Consider service levels or credits you may wish to apply to the contract to ensure Supplier performance]

(4.3) Critical Service Failure

In relation to [ ] a Critical Service Failure shall include a delay in producing [ ] ordered by the Customer in excess of 24 hours more than once in any [three (3) Month] period or more than 3 times in any rolling 12 month period.

[Guidance: Clause 4.5.1 provides the Customer a right to terminate the Contract if a critical service failure occurs. It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds]

(4.4) Monitoring:

/Set out in Schedule

[Date] on which Management Information to be provided in accordance with Clause 6.2 of the Order Terms.

[Guidance: Include details of how you intend to monitor the Consultant's performance e.g.

reporting, review meetings etc]

5. CUSTOMER RESPONSIBILITIES

(5.1) Customer's Responsibilities:

/Set out in Schedule

[Guidance: Include details of any specific requirements/responsibilities on the Customer for example, the granting of access to the relevant site, provision of a telephone line etc. You should consider whether you want to include any specific mechanisms to deal with the consequences of a failure by the Customer to comply with its responsibilities e.g. the Consultant is not able to terminate due to Customer's temporary failure but will be given extra time to fulfil its obligations]

(5.2) Customer's Equipment:

[Guidance: Insert details of any equipment that the Customer is responsible for providing]

6. CHARGES AND PAYMENT

(6.1) Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS)):

□ / set out in Schedule □

Indicate preferred payment profile by selecting one from: (delete inappropriate options)

[Monthly in arrears] / [Quarterly in arrears]

[Guidance: Insert details of the Contract Charges, payment profile and method of payment. This should not be substantially or materially different from the Charging Structure set out in Schedule 2 (Charging Structure) to the Framework Agreement. Consider whether payments should be staged and linked to the achievement of particular Milestones]

(6.2) Invoicing and Payment:

The Consultant shall issue invoices [monthly]/[quarterly] in arrears. The Customer shall pay the Consultant within [thirty (30) Working Days] of receipt of a Valid Invoice, submitted in accordance with this Paragraph 6.2, the payment profile set out in Paragraph 6.1 above and the provisions of the Contract.

[Guidance: Delete the appropriate wording above to indicate whether the Consultant is required to invoice monthly or quarterly. Also indicate the time period the Customer requires to pay its invoices (i.e. 30 days or insert a longer period if required)]

7. LIABILITY

Subject to the provisions of Clause 22 of the Order Terms:

(7.1) [the annual aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Contract shall in no event exceed the [ ].

(7.2) the [annual] aggregate liability under the Contract of [either Party] for all Defaults shall in no event exceed the greater of [£2 million and] 125 per cent of the Contract Charges payable by the Customer to the Consultant [in the year in which the liability arises or any anniversary thereof in which the liability arises]/[during the Contract Period.]

[Guidance: Consider whether the limitation of liability inserted above is appropriate for the Customer and the size of the Contract. Consider whether the above limit for all Defaults should be an annual aggregate or just an overall aggregate during the Contract Period and

the level it should be set at, impact on SMEs]

8. INSURANCE

(8.1) Minimum Insurance Period:

6 (six) years following the expiration or earlier termination of the Contract.

(8.2) To comply with its obligations under Clause 22.2 and as a minimum, where requested by the Customer in writing the Consultant shall ensure that:

(i) **Professional indemnity insurance** is held by the Consultant and by any agent, sub-contractor or consultant involved in the supply of the Services has a minimum limit of indemnity of [two million pounds sterling (£2,000,000)] for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;

(ii) **Public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of [five million pounds sterling (£5,000,000)] for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and

(iii) **Employers' liability insurance** with a minimum limit of indemnity of such amount as may reasonably be required by Law from time to time.

[Guidance: Consider if the above limits of insurance are appropriate and make any changes that may be considered necessary in line with the Contract]

9. TERMINATION

(9.1) Undisputed Sums Time Period:

At least [ninety (90)] Working Days of the date of the written notice specified in Clause 23.3.3.

(9.2) Termination Without Cause:

At least [3 Months]/[thirty (30) Working Days] in accordance with Clause 23.4.

[Guidance: The Customer should consider whether it requires the option to terminate on 30 Working Days notice or on 3 months notice]

10. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

[Guidance: Include details of any Commercially Sensitive Information identified by the Consultant and the duration it should be confidential for. This will assist the Customer in respect of compliance with Freedom of Information Act (FOIA)]

11. AUDIT AND ACCESS

[12 months] after the expiry of the Contract Period or following termination of the Contract.

[Guidance: Insert the time period that the Customer requires the right to audit and have access to Consultant's information for following termination or expiry of the Contract]

12. ADDITIONAL AND/OR ALTERNATIVE CLAUSES
(12.1) Supplemental requirements in addition to Order Terms: **(12.2) Variations to the Order Terms:** ***[Guidance: Include any additional clauses required by the Customer above and any variations to the Order Terms. Customers must NOT include any additional clauses in the event of calling-off]***
13. FORMATION OF CONTRACT
(13.1) The Customer shall enter into a Contract by sending this Order Form to the Consultant for the provision of the Services referred to in the Order Form. (13.2) The Consultant shall enter into the Contract by returning a signed copy of the Order Form to the Customer. (13.3) The Contract shall be formed when the Customer acknowledges receipt of the signed copy of the Order Form.

BY SIGNING AND RETURNING THIS ORDER FORM THE CONSULTANT AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Order Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Consultant:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	